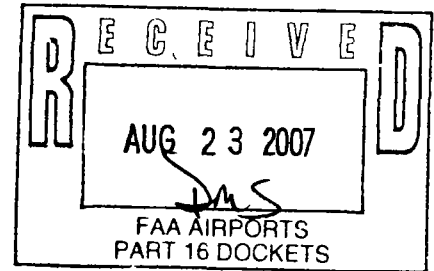


BEFORE THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION



SELF SERVE PUMPS, INC.

Complainant

v.

Docket No. 16-07-02

CHICAGO EXECUTIVE AIRPORT

Respondent

REBUTTAL

Dennis G. Rouleau*
Airport Manager
Chicago Executive Airport
1020 South Plant Road
Wheeling, IL 60090

Phone: 847-537-2580
Fax: 847-537-8183

Pablo O. Nüesch*
Spiegel & McDiarmid
1333 New Hampshire Ave., N.W.
Washington, DC 20036

Phone: 202-879-4000
Fax: 202-393-2866

Counsel for Respondent

*Designated to receive service in this matter

August 23, 2007

07 DEC 12 PM 12:03
NOT RECORDED

BEFORE THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

SELF SERVE PUMPS, INC.

Complainant

v.

Docket No. 16-07-02

CHICAGO EXECUTIVE AIRPORT

Respondent

REBUTTAL

Pursuant to 14 C.F.R. § 16.23(f) Respondent, Chicago Executive Airport ("Respondent" or "Airport"), files this Rebuttal, along with supporting evidence, to the Reply to Answer and Motion to Dismiss ("Reply") filed by Self Serve Pumps, Inc. ("Complainant"). The Respondent incorporates in this Rebuttal all of the arguments made in, and exhibits submitted with, their Answer and Motion to Dismiss, and reiterates those arguments as if restated herein.

I. INTRODUCTION

As explained in detail in Respondent's Answer and Motion to Dismiss ("Answer"), this case arises out of a denial of the Complainant's request to offer commercial self-service aeronautical fueling at the Airport. The Airport Minimum Standards limit the sale of aviation fuel to full-service FBOs, which are also required to provide a number of other aeronautical services.

The Minimum Standards the Airport has adopted are reasonable and comply with long-standing FAA interpretation of Federal law. The Complainant's request to sell fuel at the Airport did not meet the requirements of the Minimum Standards. Therefore, it was proper of the

Airport to reject the Complainant's application to establish a stand-alone aeronautical self-service fueling business at the Airport.

II. THE COMPLAINANT'S OBJECTION TO THE EVIDENCE OF THE INCUMBENT FBOs' COMPLIANCE WITH THE MINIMUM STANDARDS IS IN ERROR

The Complainant objects (Reply at 2) to the Answer exhibits showing that the incumbent FBOs' contractual requirements are similar to the requirement imposed by the Minimum Standards for full-service FBOs. *See* Answer Exh. B, Atlantic FBO Agreement (Excerpt); and Answer Exh. C, Signature FBO Agreement (Excerpt). First, the Complainant protests that the lease excerpts are "misleading and irrelevant" because they do not pertain to the incumbent FBOs at the Airport. Reply at 2. As explained in footnotes 2 and 3 of Respondent's Answer, however, the Airport's two current FBOs, Signature Flight Support ("Signature") and Atlantic Aviation Services ("Atlantic"), are the current lessees-in-interest under the two lease agreements from which excerpts were included. The names appearing on the leases, however, are not those of the incumbent FBOs as the interests in each of the original FBO leases (as amended) have more recently been assigned, individually, to Signature and Atlantic.

The Airport clarified the chain of lessees prior to Signature's acquisition of its current interest, as follows:

On December 23, 1986, the Airport entered into several lease agreements with Geroge [*sic*] J. Priester Aviation Services, Inc. (the "FBO Leases"). On April 30, 1988, Priester assigned its interest in the FBO Leases (as amended) to Palwaukee Aviation, Inc. On October 9, 2001, Palwaukee assigned its interest in the FBO Leases (as further amended) to Signature Flight Support Corporation.

Answer at 3 n. 2. Thus, Signature is the current lessee under the Lease Agreement between the City of Prospect Heights, the Village of Wheeling, and George J. Priester Aviation Service, Inc. Answer Exh. C, Signature FBO Agreement (Excerpt).

Likewise, the Airport explained the history of the Atlantic FBO agreement as follows:

On October 1, 1998, the Airport entered into a Fixed Base Operation Lease Agreement with North America Jet Inc. On April 18, 2006, Macquarie FBO Holdings LLC (Atlantic Aviation Services' holding company) acquired the capital stock of the successor in interest to North American Jet.

Answer at 3 n. 3. Atlantic is currently the lessee under the lease agreement from which the excerpt was provided in Answer Exh. B because, pursuant to the April 18, 2006, acquisition, the interest of the named party (North American Jet, Inc.) was transferred to Atlantic.

The Complainant also notes that "there is no building at PWK called Hangar 2." Reply at 2. Complainant is correct. The building known as Hangar 2 was part of the original set of hangars leased to George J. Priester Aviation Services, Inc. Although each hangar was leased under a separate agreement, each of the original agreements incorporated substantially similar terms. Notwithstanding the many amendments and assignments to each of the original hangar leases, however, the aeronautical services required to be provided pursuant to the original agreements, did not change. Thus, the service requirements shown in Answer Exh. B are currently applicable to Atlantic.

The Complainant also questions the inclusion of excerpts of the leases rather than the documents in their entirety. Reply at 2. The entire set of lease documents consists of several hundred pages covering a number of hangars and buildings, amendments to the original leases, and assignments. The Airport believes that the contents of these agreements¹ are not relevant to the issues raised by Complainant in this case. Thus, given the Airport's scarce personnel resources, and in an effort to limit the size of the administrative record in this case, the Airport is not submitting the complete set of agreements at this time. If FAA believes it is necessary that

¹ The Airport notes that the original FBO agreements predate the adoption of the Airport Minimum Standards.

the entire set of agreements be included in the administrative record for the determination of this case, the Airport will be happy to comply and make them available. See 14 C.F.R. § 16.29(b)(1) ("the investigation may include one or more of the following, at the sole discretion of the FAA: ... additional information furnished by the parties at FAA request.") At this time, however, the Airport believes it has submitted all the necessary evidence in response to the Complaint.

III. CONTRARY TO COMPLAINANT'S ALLEGATIONS, SIGNATURE MEETS THE AIRPORT'S MINIMUM STANDARDS INCLUDING THOSE FOR AIRCRAFT MAINTENANCE SERVICES

The Complainant argues that, contrary to the Airport's assertions, the Airport FBOs are not in compliance with the Minimum Standards. Reply at 2. Specifically, the Complainant contends that Signature is not currently providing aircraft maintenance services. Reply at 2.

The Airport searched Signature's website, and notes that Signature does advertise the availability of on-call aircraft maintenance services at the Airport. See Rebuttal Exh. A. As provided for in the Minimum Standards, Signature meets its Aircraft Maintenance requirements via agreements with third parties. The Airport sought and received confirmation of the third-party agreements between Signature and other entities to provide aircraft maintenance. Rebuttal Exh. B. Thus, the Airport notes that Signature currently has agreements with Flight Check Aircraft Maintenance, Chicago Executive Service Center, and North American Jet Maintenance, LLC for performing aircraft maintenance from the Signature premises at the Airport. Under these agreements, the maintenance service providers are authorized to enter Signature's premises at the Airport and perform maintenance upon request for such services.

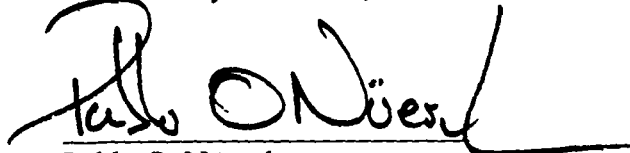
As the Complainant states, the Minimum Standards at the Airport state that an "FBO shall provide Aircraft Maintenance ..." and that an "FBO can meet these Minimum Standards for the provision of Aircraft Maintenance by and through an authorized Sublessee who ... operates

from the FBO's Leased Premises." Reply at 2 (*citing* Reply Exh. B at 9). Because Signature offers aircraft maintenance services at the Airport via agreements with other qualified entities and advertises these services on the Signature website, the Airport considers that Signature fulfills the maintenance requirements of its lease agreement as well as those outlined in the Airport Minimum Standards.

IV. CONCLUSION

For the reasons set forth in the Answer and in this Rebuttal, the Airport's rejection of the Complainant's request to establish a self-service fueling business at the Airport was proper and, contrary to the Complainant's assertions, did not violate the Airport's Federal obligations. FAA should therefore reject the Complainant's claims and dismiss the Complaint with prejudice.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Pablo O. Nüesch", written over a horizontal line.

Pablo O. Nüesch

SPIEGEL & MCDIARMID

1333 New Hampshire Ave., N.W.

Washington, DC 20036

Phone: 202-879-4000

Fax: 202-393-2866

Attorney for Respondents

REBUTTAL EXH. A



[LOCATIONS](#)

[RESERVATIONS](#)

[PROGRAMS & SERVICES](#)

[Locations > Chicago Executive - PWK](#)

[ABOUT US](#)

[CONTACT US](#)

[NEWS](#)

[EMPLOYMENT](#)

[AFFILIATIONS](#)

[POINT OF SALE SURVEY](#)



FBO Overview

Select A Different FBO

Chicago Executive - PWK

Chicago Executive Airport
1100 S. Milwaukee Avenue
Wheeling, IL 60090

Phone: 847.537.1200 or 847.484.7139

Fax: 847.537.2738 or 847.537.4188

UNICOM: 122.95 | ARINC: 129.950

Email: Palwaukee@signatureflight.com

Fuel Brand: Chevron/Texaco

Open: 24 hours/7 days a week

Airport Information: **Chicago Executive Airport**

Chicago and its suburbs feature a thriving economy, parks, storied architecture and friendly people. Located a 30-minute drive from the city's key business centers and residential areas, Chicago Executive Airport is the top reliever airport for the city of Chicago.

Palwaukee is convenient for anyone residing in or conducting business in the Loop, Northwestern Chicago or the surrounding suburbs. Let the first-class team at **Signature's PWK** help you make the most of your time in the windy city. And remember, "please fly quietly".

FBO Quick Search

Select an FBO...

WHAT'S NEW

Find out more about Fuel Up, our new retail jet fuel discounting program.

On-Site Features:

- Pilot lounge with video library
- Hangar(s) 480,000 sq. ft. - largest aircraft size G-V
- US Customs on airport, Phone: 847.537.1200
- Showers
- Outdoor patio with picnic area and grill
- Other: health and fitness center, complimentary transportation

Specialties:

- Popcorn, candy
- Large screen TV, movies
- Valet parking as requested
- Pilot supply shop on airport

Support Services:

- GPU's
- Deicing and pre-heat
- Wheelchair
- Vacuum cart
- Other: aircraft charter on airfield, hangar storage, hangar deicing, aircraft plug-ins, defuel car, preheats, forklifts, oxygen and nitrogen

Driving Directions

Airport Map

Local Services Directory

- Local Hotels
- Gourmet Caterers
- Transportation Companies
- Aircraft Maintenance (on-call)



Print This Page



Mark Costa, General Manager

For more information, click here to email General Manager

BBA Aviation

[Home](#) | [Sitemap](#) | [Privacy Policy](#) | [Terms & Conditions of Use](#) | [Handling Charge Policy](#) | [Contact Us](#)
Signature Flight Support is a BBA Aviation Company

©2007 - All rights reserved.

REBUTTAL EXH. B

**VENDOR RELEASE AND INDEMNIFICATION FOR THE PERFORMANCE
OF AIRCRAFT MAINTENANCE AND OTHER RELATED AIRCRAFT SERVICES TO
TRANSIENT OR TENANT AIRCRAFT**

SIGNATURE FLIGHT SUPPORT CORPORATION, a Delaware corporation, (hereinafter, "Signature"), which maintains a flight support operation (hereinafter "FSO") at Chicago Executive Airport, Wheeling, Illinois (hereinafter "Airport"), by its execution hereof, hereby authorizes the following person or entity, (hereinafter "Vendor"), to enter the FSO premises on a temporary basis, consistent with the terms and conditions hereinafter stated.

1. **Vendor.** The name, address and telephone number of the Vendor are as follows:
Name: Flight Check Aircraft Maintenance
c/o Tom Losey
Address: 152 Touhy Court
Des Plaines, Illinois 60018
Telephone: 847.299.5111 or 847.652.3712
Type of Aircraft Requiring Maintenance / Servicing: All certified to work upon
2. **Services To Be Performed.** Vendor shall enter the premises of Signature for the sole purpose of performing maintenance, cleaning or other related work (hereinafter, "Aircraft") at the request of the Aircraft owner, pilot or other designated representative. Vendor shall be authorized to perform maintenance and repair work exclusively to the Aircraft and only in the area designated for such maintenance, cleaning and/or repair work by local Signature management. Vendor expressly agrees that at no time shall its maintenance activities infringe upon the ability of Signature or other tenants to operate aircraft, including, but not limited to, ingress and egress from the FSO, and their respective office, shop, parking and/or hangar space(s) as a result of Vendor's maintenance activities.
3. **Aircraft Security.** The Aircraft, which is the subject of maintenance, shall be stored within the boundaries of the Airport's perimeter fence. Vendor represents that it shall adhere at all times to the prevailing and applicable Airport and Federal Aviation Administration ("FAA") security regulations and the Transportation Security Administration ("TSA").
4. **Indemnification.** Vendor agrees to indemnify, defend and hold harmless Signature and the Airport, their respective officers, directors, agents and employees and Signature's parent, subsidiary, related and affiliated companies from and against any and all liabilities, damages, injuries, losses, claims, fines, penalties or judgments, of any kind whatsoever (including those arising from third parties), including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to, Signature by reason of any loss of or damage to any property or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by Vendor or its agents, servants, consultants, contractors, subcontractors, licensees or employees of any covenant or condition of this Release or by any act or failure to act or negligence of such persons.
5. **Insurance.** Vendor represents to Signature that it has secured and presently maintains Worker's Compensation, Employer's Liability, Automobile, and Comprehensive General Liability insurance with respect to Airport liability and completed operations on an occurrence basis from a qualified insurer. Vendor further agrees to provide a Certificate of Insurance on a standard ACCORD form showing Signature and Airport Authority, its respective officers, directors, agents, and employees and Signature's parent, subsidiary, related and affiliated companies as additional insured. Vendor and its insurers agree to waive their rights of subrogation in favor of Signature with respect to loss or damage resulting from the services to be performed or furnished hereunder, except where loss or damage results from the gross negligence or willful misconduct of Signature. Additionally, it is understood that Vendor's liability extends beyond the FSO and its immediate surrounding environment to encompass all of Vendor's acts or omissions while operating on the Airport and Signature's entire leasehold.

6. **Environmental Protection Procedures** Vendor shall conduct its operations to meet or exceed requirements set forth in applicable local, state, and federal laws and in accordance with safe and proper industry practices in order to prevent environmental accidents. Such practices include but are not limited to the following:

- a. Documents verifying that Vendor has removed and disposed of any and all Regulated Substance safely, properly, and in a manner which meets or exceeds applicable Law;
- b. Vendor shall not wash or clean its equipment, including, but not limited to aircraft on the Leased Premises. Vendor shall at all times protect the drain from spills of Regulated Substances and agrees to instruct all its employees, agents, servants, contractors, subcontractors, invitees, and other representatives in writing regarding such requirement and the proper operation and maintenance of this drainage system;
- c. Vendor shall not place or maintain open containers outside the Hangar during inclement weather;
- d. Vendor shall cover any and all trash containers placed or maintained outside the Hangar.
- e. Vendor shall provide secondary containment for all chemicals stored within 55-gallon containers within the Leased Premises.
- f. Vendor shall keep all flammable and combustible chemicals within fire suppression cabinets when not in use.
- g. Vendor shall provide copies of Material Safety Data Sheets for each and every Hazardous Substance as defined in 29 CFR 1910.1200 used or stored on the Leased Premises stating the name, location, description, and quantify of any Regulated Substance in, on, or at the Leased Premises;
- h. Vendor shall provide Signature written notice and copies of Vendor shall verify that all chemical containers are labeled so that their contents can be identified readily in case of an emergency.
- i. Vendor shall verify that that all reactive compressed gas (acetylene/oxygen) containers are secured 20 feet apart if not on a regulated welding cart.

IN WITNESS WHEREOF, the parties have executed this Release as of the day and year first above written.

SIGNATURE FLIGHT SUPPORT
CORPORATION

By: [Signature]
Print: Art Smith
Its: 085 062

(Vendor dba name)

FLIGHT CORP

By: [Signature]
Print: Tom Carey
Its: owner/owner

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID DA FLIGHT-1	DATE (MM/DD/YY) 08/10/07
PRODUCER Brooke Ins & Financial Services 1935 South Alpine Road Rockford IL 61108 Phone: 815-226-8987 Fax: 815-226-9027 INSURED FLIGHT CHECK LLC Thomas Losey 152 Touhy Ct Des Plaines IL 60018		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE			
INSURER A: X L Specialty			
INSURER B: Travelers Property Casualty In			
INSURER C:			
INSURER D: American International Ins.Co.			
INSURER E:			

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	NAF3033864	05/01/07	05/01/08	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any non fire) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 10,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COM/PROP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY	BA-3157C241-06-HPR	03/01/07	03/01/08	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1969104	05/04/07	05/04/08	<input checked="" type="checkbox"/> WORK STATE TORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	OTHER	NAF3033864	05/01/07	05/01/08	Aircraft 100,000
	Hangarkeepers Liab				Each Loss 100,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER	N	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
CHIC006		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	
		AUTHORIZED REPRESENTATIVE Daniel J. Anger	

**VENDOR RELEASE AND INDEMNIFICATION FOR THE PERFORMANCE
OF AIRCRAFT MAINTENANCE AND OTHER RELATED AIRCRAFT SERVICES TO
TRANSIENT OR TENANT AIRCRAFT**

SIGNATURE FLIGHT SUPPORT CORPORATION, a Delaware corporation, (hereinafter, "Signature"), which maintains a flight support operation (hereinafter "FSO") at Chicago Executive Airport, Wheeling, Illinois (hereinafter "Airport"), by its execution hereof, hereby authorizes the following person or entity, (hereinafter "Vendor"), to enter the FSO premises on a temporary basis, consistent with the terms and conditions hereinafter stated.

1. **Vendor.** The name, address and telephone number of the Vendor are as follows:
Name: Chicago Executive Service Center previously known as Palwaukee Service Center
Address: 26 East Palatine Road
Wheeling, Illinois 60090
Telephone: 847.537.1205
Type of Aircraft Requiring Maintenance/ Servicing: All certified to work upon
2. **Services To Be Performed.** Vendor shall enter the premises of Signature for the sole purpose of performing maintenance, cleaning or other related work (hereinafter, "Aircraft") at the request of the Aircraft owner, pilot or other designated representative. Vendor shall be authorized to perform maintenance and repair work exclusively to the Aircraft and only in the area designated for such maintenance, cleaning and/or repair work by local Signature management. Vendor expressly agrees that at no time shall its maintenance activities infringe upon the ability of Signature or other tenants to operate aircraft, including, but not limited to, ingress and egress from the FSO, and their respective office, shop, parking and/or hangar space(s) as a result of Vendor's maintenance activities.
3. **Aircraft Security.** The Aircraft, which is the subject of maintenance, shall be stored within the boundaries of the Airport's perimeter fence. Vendor represents that it shall adhere at all times to the prevailing and applicable Airport and Federal Aviation Administration ("FAA") security regulations and the Transportation Security Administration ("TSA").
4. **Indemnification.** Vendor agrees to indemnify, defend and hold harmless Signature and the Airport, their respective officers, directors, agents and employees and Signature's parent, subsidiary, related and affiliated companies from and against any and all liabilities, damages, injuries, losses, claims, fines, penalties or judgments, of any kind whatsoever (including those arising from third parties), including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to, Signature by reason of any loss of or damage to any property or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by Vendor or its agents, servants, consultants, contractors, subcontractors, licensees or employees of any covenant or condition of this Release or by any act or failure to act or negligence of such persons.
5. **Insurance.** Vendor represents to Signature that it has secured and presently maintains Worker's Compensation, Employer's Liability, Automobile, and Comprehensive General Liability insurance with respect to Airport liability and completed operations on an occurrence basis from a qualified insurer. Vendor further agrees to provide a Certificate of Insurance on a standard ACCORD form showing Signature and Airport Authority, its respective officers, directors, agents, and employees and Signature's parent, subsidiary, related and affiliated companies as additional insured. Vendor and its insurers agree to waive their rights of subrogation in favor of Signature with respect to loss or damage resulting from the services to be performed or furnished hereunder, except where loss or damage results from the gross negligence or willful misconduct of Signature. Additionally, it is understood that Vendor's liability extends beyond the FSO and its immediate surrounding environment to encompass all of Vendor's acts or omissions while operating on the Airport and Signature's entire leasehold.

6. **Environmental Protection Procedures** Vendor shall conduct its operations to meet or exceed requirements set forth in applicable local, state, and federal laws and in accordance with safe and proper industry practices in order to prevent environmental accidents. Such practices include but are not limited to the following:

- a. Documents verifying that Vendor has removed and disposed of any and all Regulated Substance safely, properly, and in a manner which meets or exceeds applicable Law;
- b. Vendor shall not wash or clean its equipment, including, but not limited to aircraft on the Leased Premises. Vendor shall at all times protect the drain from spills of Regulated Substances and agrees to instruct all its employees, agents, servants, contractors, subcontractors, invitees, and other representatives in writing regarding such requirement and the proper operation and maintenance of this drainage system;
- c. Vendor shall not place or maintain open containers outside the Hangar during inclement weather;
- d. Vendor shall cover any and all trash containers placed or maintained outside the Hangar.
- e. Vendor shall provide secondary containment for all chemicals stored within 55-gallon containers within the Leased Premises.
- f. Vendor shall keep all flammable and combustible chemicals within fire suppression cabinets when not in use.
- g. Vendor shall provide copies of Material Safety Data Sheets for each and every Hazardous Substance as defined in 29 CFR 1910.1200 used or stored on the Leased Premises stating the name, location, description, and quantify of any Regulated Substance in, on, or at the Leased Premises;
- h. Vendor shall provide Signature written notice and copies of Vendor shall verify that all chemical containers are labeled so that their contents can be identified readily in case of an emergency.
- i. Vendor shall verify that that all reactive compressed gas (acetylene/oxygen) containers are secured 20 feet apart if not on a regulated welding cart.

IN WITNESS WHEREOF, the parties have executed this Release as of the day and year first above written.

SIGNATURE FLIGHT SUPPORT
CORPORATION

By: [Signature]

Its: OPS MGR

Date: _____

(Vendor dba name)

CHICAGO EXECUTIVE SERVICE CENTER, LLC

By: [Signature]

Its: CONTROLLER

Date: 8/9/07

VENDOR RELEASE AND INDEMNIFICATION
FOR THE PERFORMANCE
OF AIRCRAFT MAINTENANCE AND OTHER RELATED AIRCRAFT SERVICES TO
TRANSIENT OR TENANT AIRCRAFT

SIGNATURE FLIGHT SUPPORT CORPORATION, a Delaware corporation, (hereinafter, "Signature"), which maintains a flight support operation (hereinafter "FSO") at Chicago Executive Airport, Wheeling, Illinois (hereinafter "Airport"), by its execution hereof, hereby authorizes the following person or entity, (hereinafter "Vendor"), to enter the FSO premises on a temporary basis, consistent with the terms and conditions hereinafter stated.

1. **Vendor.** The name, address and telephone number of the Vendor are as follows:

Name North American Jet Maintenance, LLC
Address: 1011 South Wolf Road
Wheeling, IL 60090
Telephone: 847.520.8913
Type of Aircraft Requiring Maintenance/ Servicing: Any
Aircraft Registration Number: Various
Aircraft Owner / Operator: Any

*Delegating Person to the
Speaker on A/C Cleaning*

2. **Services To Be Performed.** Vendor shall enter the premises of Signature for the sole purpose of performing maintenance on the above referenced aircraft (hereinafter, "Aircraft") at the request of the Aircraft owner, pilot or other designated representative. Vendor shall be authorized to perform maintenance and repair work exclusively to the Aircraft and only in the area designated for such maintenance and/or repair work by local Signature management. Vendor expressly agrees that at no time shall its maintenance activities infringe upon the ability of Signature or other tenants to operate aircraft, including, but not limited to, ingress and egress from the FSO, and their respective office, shop, parking and/or hangar space(s) as a result of Vendor's maintenance activities.

3. **Aircraft Security.** The Aircraft which is the subject of this Release shall be stored within the boundaries of the Airport's perimeter fence. Vendor represents that it shall adhere at all times to the prevailing and applicable Airport and Federal Aviation Administration ("FAA") security regulations and the Transportation Security Administration ("TSA").

4. **Indemnification.** Vendor agrees to indemnify, defend and hold harmless Signature and the Airport, their respective officers, directors, agents and employees and Signature's parent, subsidiary, related and affiliated companies from and against any and all liabilities, damages, injuries, losses, claims, fines, penalties or judgments, of any kind whatsoever (including those arising from third parties), including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to, Signature by reason of any loss of or damage to any property or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by Vendor or its agents, servants, consultants, contractors, subcontractors, licensees or employees of any covenant or condition of this Release or by any act or failure to act or negligence of such persons.

5. **Insurance.** Vendor represents to Signature that it has secured and presently maintains Worker's Compensation, Employer's Liability, Automobile, and Comprehensive General Liability insurance with respect to Airport liability and completed operations on an

occurrence basis from a qualified insurer as set forth on the attached Exhibit "A." Vendor further agrees to provide a Certificate of Insurance on a standard ACCORD form showing Signature and Airport Authority, its respective officers, directors, agents, and employees and Signature's parent, subsidiary, related and affiliated companies as additional insureds.

Vendor and its insurers agree to waive their rights of subrogation in favor of Signature with respect to loss or damage resulting from the services to be performed or furnished hereunder, except where loss or damage results from the gross negligence or willful misconduct of Signature.

Additionally, it is understood that Vendor's liability extends beyond the FSO and its immediate surrounding environment to encompass all of Vendor's acts or omissions while operating on the Airport and Signature's entire leasehold.

IN WITNESS WHEREOF, the parties have executed this Release as of the day and year first above written.

SIGNATURE FLIGHT SUPPORT
CORPORATION

(Vendor)

North American Jet Maintenance, LLC

By: 

By: 

Its: Ops HLR / G.M. Base

Its: G.V.P.

Date: 6/8/07 / 6/8/07

Date: 6/8/07

EXHIBIT "A" Insurance

MAIL CERTIFICATES TO: Signature Insurance Department, PO Box 9085, Mission Viejo, CA 92690-9085

Insurance Company Financial Strength Requirements

- ☐ AM Best Rating: B+
- ☐ Financial Size: V

Minimum Insurance Dollar Limits Required From SFSC Customers, Tenants & Vendors
entering or using our ramp and/or hangars as services apply and/or construction/vendor activity:

- **Aircraft Hull and Liability**
 - ☐ Aircraft Hull "All Risk" Aircraft Hull Insurance for 100% of the total replacement cost of the aircraft insuring against loss to the Aircraft or other property.
 - ☐ Aircraft Liability Aircraft Liability Insurance (ground flight) with a minimum Combined Single Limit of \$5,000,000 covering bodily injury (including passengers) and property damage.
- **Liability - Airport Premises:**
 - ☐ Commercial General *aggregate for products and completed operations
 - ☐ Tie Downs/T Hangars/Office Combined Single Limit \$2,000,000 per occurrence*
 - ☐ All Others Combined Single Limit \$5,000,000 per occurrence*
 - ☐ Auto Combined Single Limit \$5,000,000 per occurrence
 - ☐ Environmental/Pollution Combined Single Limit \$10,000,000 per occurrence
- **Liability - Off Airport Premises:**
 - ☐ Auto Combined Single Limit \$1,000,000 per occurrence.
 - ☐ Commercial General Combined Single Limit \$ 1,000,000 per occurrence for products and completed operations
- **Liability - Other:**
 - ☐ Builder's Risk "All Risk", Full Completed Value of Project and must include "Delay in Start-Up"
- ☐ Professional (Errors & Omissions) Combined Single Limit \$5,000,000 per occurrence
- **Property:**
 - ☐ Property "All Risk", Full Replacement Value
- **Worker's Compensation & Employer's Liability:**
 - ☐ Worker's Compensation Statutory
 - ☐ Employer's Liability \$1,000,000 each occurrence for bodily injury by accident
\$1,000,000 each occurrence for bodily injury by disease.
\$1,000,000 policy limit for bodily injury by disease.

Special Provisions For Certificate of Insurance: All such required liability insurance, except Automobile, Workers Compensation and Employers Liability shall name Signature Flight Support Corporation, its parent, subsidiary, related and affiliated companies, and the Airport Authority, its respective officers, directors, agents, and employees as additional insureds. If the required liability policies do not contain a standard separation of insured provision, they shall be endorsed to provide cross liability coverage. All required insurance policies, except Workers Compensation, Employers Liability and Automobile Liability shall contain a waiver of subrogation in favor of Signature Flight Support Corporation and its subsidiaries. All required insurance policies shall be evidenced by Certificates of Insurance, which provide at least thirty (30) days advance written notice of any cancellation or changes adverse to the interests of Signature Flight Support Corporation and its subsidiaries.

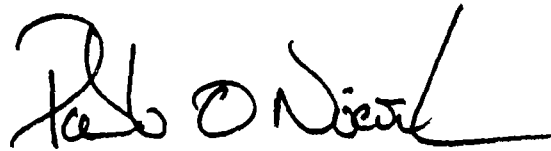
NOTE: Minimum insurance amounts stated cannot be lowered without express written consent of Signature Flight Support Corporation. Higher insurance limits required by Airport Authorities, will supersede the limits stated above and will require verification and possible coverage & premium increases.

CERTIFICATE OF SERVICE

Certificate of Service

I hereby certify that I have today, the 23rd day of August, 2007, served the foregoing Rebuttal by U.S. Mail on the following:

Rob Hillerich
President, Self Serve Pumps, Inc.
70 E. Hintz Road
Wheeling, IL 60090

A handwritten signature in black ink, appearing to read "Pablo O. Nüesch", written over a horizontal line.

Pablo O. Nüesch